

1 Lawrence J. Semenza, III, Esq., Bar No. 7174
2 Email: ljs@semenzarickard.com
3 Katie L. Cannata, Esq., Bar No. 14848
4 Email: klc@semenzarickard.com
5 SEMENZA RICKARD LAW
6 10161 Park Run Drive, Suite 150
7 Las Vegas, Nevada 89145
8 Telephone: (702) 835-6803
9 Facsimile: (702) 920-8669

10
11 *Attorneys for Plaintiff/Judgment Creditor*
12 *Wynn Resorts Holdings, LLC*

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

1 WYNN RESORTS HOLDINGS, LLC, a
2 Nevada Limited Liability Company,

Case No. 2:05-cv-01447-KJD-PAL

**AFFIDAVIT OF RENEWAL OF
JUDGMENT**

3 Plaintiff,

4 v.

5 GRAFFX DESIGN, an entity of unknown
6 origin,

7 Defendant.

8 STATE OF NEVADA)
9) ss.
10 COUNTY OF CLARK)

11 Plaintiff/Judgment Creditor Wynn Resorts Holdings, LLC, by and through Jessica
12 Lozoya, its authorized representative, and pursuant to NRS 17.214, first being duly sworn
13 according to law, hereby submits this Affidavit of Renewal of Judgment against
14 Defendant/Judgment Debtor Graffx Design ("Judgment Debtor").

15 1. I am a Senior Litigation Paralegal for Wynn Resorts Holdings, LLC, the
16 Plaintiff/Judgment Creditor in the above-entitled action. I have personal knowledge of the facts
17 contained in this Affidavit and if called to do so, would testify competently thereto.

18 2. The Default Judgment (the "Judgment") was originally recorded in Clark County,

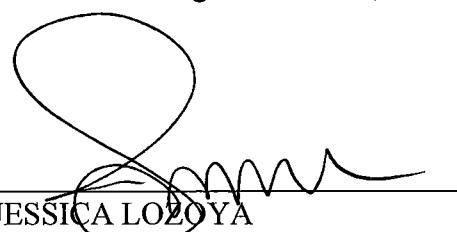
19 SEMENZA RICKARD LAW
20 10161 Park Run Drive, Suite 150
21 Las Vegas, Nevada 89145
22 Telephone: (702) 835-6803

1 Nevada on June 20, 2006, instrument number 200606200003557.

2 3. The Judgment was initially entered in this Court on May 15, 2006, for a total
3 amount of \$104,329.85. See Judgment attached hereto as Exhibit "A".

4 4. As of today, the Judgment Debtor has made no payments to satisfy any portion of
5 the Judgment. There are no outstanding writs of execution for enforcement of the Judgment.
6 There are no offsets or counterclaims in favor of the Judgment Debtor.

7 5. The current amount due and owing to date on the Judgment is \$104,329.85.

8 FURTHER, AFFIANT SAYETH NAUGHT. 

9
10 JESSICA LOZOYA
11
12
13 Subscribed and sworn before me by Jessica Lozoya
14 this 25 day of April, 2024.
15
16 
17 Notary Public
18
19
20
21
22
23
24
25
26
27
28



1 **CERTIFICATE OF SERVICE**

2 I am employed by the law firm of Semenza Rickard Law in Clark County. I am over the
3 age of 18 and not a party to this action. My business address 10161 Park Run Drive, Suite 150,
3 Las Vegas, Nevada 89145.

4 On the 25th day of April, 2024, I served the document(s), described as:

5 **AFFIDAVIT OF RENEWAL OF JUDGMENT**

6 by placing the original a true copy thereof enclosed in a sealed envelope addressed
7
8 a. via **ECF System** (*You must attach the "Notice of Electronic Filing", or list all persons
and addresses and attach additional paper if necessary*)

9 Mark G Tratos
10 Laraine M I Burrell
11 **Greenberg Traurig, LLP**
12 tratosm@gtlaw.com
burrelll@gtlaw.com

13 Ronald D Green, Jr.
14 **Randazza Legal Group**
15 rdg@randazza.com

16 Andrew Sedlock
17 **Glaser, Weil, Fink, Jacobs, Howard & Shapiro, LLP**
18 Asedlock@drpfir.com

19 b. **BY CERTIFIED U.S. MAIL, RETURN RECEIPT REQUESTED.** I deposited such
20 envelope in the mail at Las Vegas, Nevada. The envelope(s) were mailed with postage thereon
21 fully prepaid. I am readily familiar with Semenza Rickard Law's practice of collection and
22 processing correspondence for mailing. Under that practice, documents are deposited with the
23 U.S. Postal Service on the same day which is stated in the proof of service, with postage fully
24 prepaid at Las Vegas, Nevada in the ordinary course of business. I am aware that on motion of
25 party served, service is presumed invalid if the postal cancellation date or postage meter date is
26 more than one day after the date stated in this proof of service.

27 Graffx Design
28 10635 East Sunnyside Drive
29 Scottsdale, Arizona 85259

30 c. **BY PERSONAL SERVICE.**

31 d. **BY DIRECT EMAIL.**

32 ///

EXHIBIT A

EXHIBIT A

Mark G. Tratos (Bar No. 1086)
Ronald D. Green Jr. (Bar No. 7360)
Laraine M. I. Burrell (Bar No. 8771)
Andrew D. Sedlock (Bar No. 9183)
GREENBERG TRAURIG, LLP
3773 Howard Hughes Parkway
Suite 500 North
Las Vegas, Nevada 89109
Telephone: (702) 792-3773
Facsimile: (702) 792-9002

Counsel for: Plaintiff

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

Wynn Resorts Holdings, LLC, a Nevada
Limited Liability company,

Case No. CV-S-05-1447-KJD-PAL

Plaintiff,

DEFAULT JUDGMENT

1

Graffx Design, an entity of unknown origin,

Defendant.

21 Plaintiff Wynn Resorts Holdings, LLC, having filed a Motion for Entry of Default
22 Judgment against Defendant Graffx Design pursuant to Rule 55 of the Federal Rules of
23 Civil Procedure; the Defendant having failed to respond to, or answer, Plaintiff's Complaint
24 previously served upon Defendant; the Clerk of the Court having entered Default against
25 Defendant on Graffx Design; this Court having now given due consideration to Plaintiff's
26 Motion for such judgment as well as papers, pleadings, and exhibits offered in support
27 thereof; and the Court being further fully advised in the matter and there having been no
28 appearance made by Defendant, it is therefore,

1 ORDERED, ADJUDGED and DECREED that Judgment be entered in favor of
2 Plaintiff Wynn Resorts Holdings, LLC, and against Defendant Graffx Design on all counts of
3 Plaintiff's Complaint; and, it is further ordered and adjudged that said Judgment shall
4 include the following specific findings of fact and award of specific relief:

- 5 a. Plaintiff Wynn Resorts Holdings, LLC is the owner of certain Wynn
6 trademarks and variations thereof used in relation to casino services as
7 identified in the Complaint;
- 8 b. Plaintiff Wynn Resorts Holdings, LLC's Wynn marks are famous;
- 9 c. Defendant registered and used the Infringing Domain Name
10 <playandwynn.com> with the bad faith intent to profit from its use of Plaintiff's
11 marks;
- 12 d. Defendant provided online promotional and advertising services at the
13 Graphic Domain Services web site, which was accessible through
14 Defendant's Infringing Domain Name at <playandwynn.com>.
- 15 e. Plaintiff and Defendant are competitors and the respective services offered by
16 each are similar;
- 17 f. Defendant's use of the term 'Wynn' in connection with its services is likely to
18 cause confusion as to the source and origin of Defendant's services;
- 19 g. Defendant's use of the term 'Wynn' in connection with its services has and is
20 likely to continue to cause dilution of Plaintiff's Wynn marks;
- 21 h. Should Defendant's use of the term Wynn continue, Plaintiff will continue to
22 suffer irreparable injury to its good will and reputation which was established
23 through use of the Wynn marks and for which an award of damages would be
24 inadequate.
- 25 i. Should Defendant's use of the term Wynn continue, Plaintiff will continue to
26 suffer irreparable injury as the Wynn marks will lose their capacity to identify
27 its goods and services; i.e., they will be diluted, for which an award of
28 damages would be inadequate;

j. Defendant acted willfully in its infringement and dilution of the Wynn marks; and

k. Defendant is liable for its infringement, dilution, unfair competition and cybersquatting.

5 THEREFORE, IT IS HEREBY ORDERED that the Defendant Graffx Design, its
6 respective officers, agents, servants, employees, and/or all persons acting in concert or
7 participation with it, (1) from using Plaintiff's trademarks or confusingly similar variations
8 thereof, alone or in combination with any other letters, words, letter strings, phrases or
9 designs, in commerce or in connection with any business or for any other purpose
10 (including, but not limited to, on web sites and in domain names); and (2) from registering,
11 owning, leasing, selling or trafficking in any domain name containing Plaintiff's trademarks
12 or confusingly similar variations thereof, alone or in combination with any other letters,
13 words, phrases or designs;

14 IT IS FURTHER ORDERED that the current registrar of the <playandwynn.com>
15 domain name shall immediately unlock and permanently transfer the <playandwynn.com>
16 domain name to Plaintiff:

17 IT IS FURTHER ORDERED that Defendant is permanently enjoined from accepting
18 bets, for money or not, from persons located in the United States or domiciled within or
19 outside of the borders of the United States, from any online casino or Internet gaming site
20 using a web site or domain name with any variation or letter string containing the Wynn
21 marks;

22 IT IS FURTHER ORDERED that Defendant pay Plaintiff \$1,000 in nominal damages
23 for corrective advertising:

24 IT IS FURTHER ORDERED that Defendant pay Plaintiff statutory damages of
25 \$100,000;

26 IT IS FURTHER ORDERED that Defendant pay Plaintiff's attorneys' fees and costs
27 in the amount of \$3,329.85;

28 | //

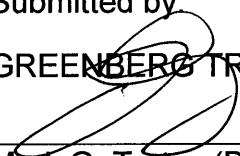
1 IT IS FURTHER ORDERED that Plaintiff's cash deposit of One Hundred Dollars
2 (\$100.00) be released from the Registry Account of this Court and returned to Greenberg
3 Traurig.

4 IT IS FURTHER ORDERED that jurisdiction of this case shall be retained by this
5 Court for the purpose of enforcement of this Judgment.

6 
7 UNITED STATES DISTRICT JUDGE

8 DATED: 5/15/06

9 Submitted by:

10 
11 GREENBERG TRAURIG, LLP

12 Mark G. Tratos (Bar No. 1086)
13 Ronald D. Green Jr. (Bar No. 7360)
14 Laraine M. I. Burrell (Bar No. 8771)
15 Andrew D. Sedlock (Bar No. 9183)
16 3773 Howard Hughes Parkway
17 Suite 500 North
18 Las Vegas, Nevada 89109
19 Counsel for Plaintiff